INTERNSHIP AGREEMENT

Between

The Food and Agriculture Organization of the United Nations ("FAO")

and

University of Messina

("Institution")

Regarding the Assignment of Interns to FAO

WHEREAS,

- FAO and **University of Messina** would like to cooperate in the assignment of recent graduates or students as interns at FAO.
- The Institution considers this as an opportunity for selected recent graduates or students to obtain, through an internship assignment with FAO, additional knowledge and practical experience required to excel in the development field.
- FAO considers this as an opportunity to benefit from the knowledge and skills of qualified and motivated recent graduates or students whose academic studies are relevant to its fields of work.

The Parties agree as follows:

Article I

Procedure for Assignment of Interns

- 1. FAO will submit to the Institution a request for interns or the Institution will approach FAO with proposals for internship assignments.
- 2. The Institution will present a list of suitable candidates to FAO. The final decision to accept or reject a candidate rests with FAO.
- 3. FAO and the Institution will agree on the duty station for the internship assignment. FAO does not assign interns to non-family duty stations unless they are already residing in that duty station.
- 4. FAO and the Institution will agree on the period of assignment and any extensions, up to a maximum of eleven (11) months.
- 5. The intern will sign an Internship Assignment Agreement with FAO setting out the conditions of the assignment.

Article II

Obligations of the Institution

- 1. The Institution shall not disclose any confidential or unpublished information obtained, or made known to it by FAO in connection with the internship assignments, and will make reasonable endeavours to ensure that the interns do not publish or otherwise disclose such information, unless they receive prior written approval from FAO (see Article VII below).
- 2. Use of the FAO name and logo requires prior written approval from FAO. The Institution recognizes that the FAO name and logo may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of FAO.

Article III

Obligations of FAO

- 1. FAO will make every possible effort to ensure a safe and harmonious working environment free from any form of harassment, hostility, offence, abuse of authority, exploitation as well as discrimination.
- 2. FAO will provide the intern with equipment, resources and on-the-job training relevant to his/her academic curriculum or qualifications.
- 3. FAO will assign the intern to a duty station either at FAO headquarters or in a Decentralized Office, according to the needs of FAO and the preferences of the intern.
- 4. FAO will assist the intern with fulfilling the visa requirements for the country of assignment.
- 5. FAO will issue a Certificate of Participation to the intern upon completion of the assignment.

Article IV

Obligations of the Intern

- 1. The conditions of the internship assignment are set out in the Internship Assignment Agreement that the intern will sign with FAO.
- 2. The intern will carry out activities under the authority of, and in full compliance with, the instructions of an assigned FAO supervisor and of any person acting on their behalf.
- 3. The intern will behave in a manner compatible with normal standards of courtesy and professional behavior and refrain from any conduct that is incompatible with the aims and objectives of FAO or that would reflect negatively on FAO.
- 4. The intern will respect the impartiality and independence of FAO, and neither seek nor accept instructions from any government or from any authority external to FAO.

Article V

Financial Responsibilities

- 1. The intern will receive a stipend, in an amount agreed upon by the Institution and FAO, as follows: UNIME during its internal selection, has to check in advance if the candidate for internship has a scholarship. Candidates will not be allowed to attend the FAO program without a scholarship.
- 2. FAO is not responsible for the costs of travel, visas, accommodation, vaccinations or living expenses of the intern, or making arrangements for these.

- 3. The Institution will reimburse to FAO any costs that FAO may incur in connection with the evacuation of an intern due to a security or medical emergency.
- 4. FAO will ensure that the intern is covered by the applicable FAO health protection and medical insurance plan. The Institution may arrange for additional insurance coverage for the intern, if it considers that such coverage is appropriate.
- 5. FAO shall have no responsibility for any costs or claims for compensation connected with this Agreement or the assignment of the intern except as provided in the present Article.

Article VI

Legal Status of the Intern

- 1. Interns are not considered in any respect as being staff members or employees of FAO.
- 2. An internship assignment does not carry any expectation of extension or of conversion to any type of contract or appointment with FAO.

Article VII

Confidentiality and Title Rights

- 1. The Institution must keep confidential any and all unpublished information made known to it by FAO.
- 2. Title rights, copyrights and all other rights of whatsoever nature on any material produced by the intern during the course of the assignment with FAO will be vested exclusively in FAO.
- 3. With the prior authorization of FAO, the intern may use the results of the activities undertaken during the course of the internship assignment with FAO in an academic dissertation or for any other academic purpose.

Article VIII

Entry into Force, Duration and Termination

- 1. This Agreement shall enter into force on the date of its signature below by the duly authorized representatives of FAO and of the Institution.
- 2. This Agreement shall remain in force for (3) years and may be extended by mutual written agreement.
- 3. Either Party may terminate this Agreement by giving the other two (2) months' notice in writing.
- 4. Upon termination, the activities carried out under the Agreement shall be brought to a prompt and orderly conclusion and arrangements shall be made for the return of the interns to their point of departure.

Article IX

Settlement of Disputes, Conciliation and Arbitration

- 1. FAO and the Institution shall consult with each other in respect of any matter that may arise in connection with the present Agreement.
- 2. Any dispute between the Parties to this Agreement concerning the interpretation and the execution of this Agreement shall be settled by negotiation between the Parties.
- 3. If the dispute is not settled by negotiation between the Parties it shall, at the request of either Party, be submitted to a conciliator. Should the Parties fail to reach agreement on the

name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.

- 4. Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages.
- 5. The Parties may request conciliation during the execution of the Agreement and anyway no later than twelve (12) months after the expiry or the termination of the Agreement. The Parties may request arbitration no later than ninety (90) days after the termination of the conciliation proceedings. The conciliation or the arbitration proceedings shall be conducted in English. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

Article X

General Principles

- 1. Nothing in this Agreement, or in any document or arrangement relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, or as conferring any privileges or immunities of FAO on the Institution.
- 2. The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law.
- 3. All notices, requests or approvals that fall within the framework of this Agreement shall be in writing. Such notices, requests or approvals shall be deemed to have been duly received only when they have been delivered by hand, by certified mail (return receipt requested) or by email (with return receipt) to the address specified below.

Article XI

Amendments

The present Agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

In witness whereof, the representatives of the Food and Agriculture Organization of the United Nations and of **the University of Messina** have signed the present Agreement, in duplicate originals in the English language.

Signed:
For and on behalf of the Food and Agriculture Organization of the United Nations Name: Greet De Leeuw Title: Director, Human Resources Division (CSH) Address: Viale delle Terme di Caracalla 00153 Rome, Italy E-mail: CSH-Director@fao.org Telephone: +39-6-57051744
Date: